



GENERAL SERVICES ADMINISTRATION
Federal Supply Service

Harvard Business Publishing
Schedule 70 Pricelist

GS-35F-0129R
November 18, 2014 – November 17, 2019
DUN's #827731829

Federal Acquisition Service (FAS) Multiple Award Schedule (MAS) contract ZF0129R,
for Information Technology (IT) Schedule 70 Contract Pursuant to Clause
I-FSS-163 *Option to Extend the Term of the Contract (Evergreen)*,
the Center for IT Schedule Program

SIN 132-32 - Term Software License
SIN 132-52 - Electronic Commerce and Subscription Services

March 9, 2015

Harvard Business Publishing
300 North Beacon Street
Watertown, MA 02472
<http://www.harvardbusiness.org/government>

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are
on the GSA Advantage System. Agencies can browse GSA Advantage by accessing the
Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov>

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INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

1. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Ordering Address:

Harvard Business Publishing
300 North Beacon Street
Watertown, MA 02472-5750

Payment Information:

Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice. The following telephone number can be used by ordering activities to obtain technical and/or ordering assistance: **617-783-7439**.

2. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification under Federal Schedule - **GS-35F-0129R**

Block 16: Data Universal Numbering System (DUNS) Number: **827731829**

Block 30: Type of Contractor - **C. Large Business**

Block 31: Woman-Owned Small Business - **No**

Block 36: Contractor's Taxpayer Identification Number (TIN): **043-177-990**

4a. CAGE Code: **48124**

4b. Contractor has registered with the SAM Registration Database - **YES**

3. FOB DESTINATION

FOB - Destination

4. DELIVERY SCHEDULE

Time of Delivery: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth upon mutual agreement of Harvard Business Publishing and customer.

5. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

- a. GSA Basic Discount is 10% over commercial pricing
- b. Prompt Payment: 0% - 30 days from receipt of invoice or date of acceptance, whichever is later
- c. Quantity: See pricing schedule for details of quantity and multi-year discounts offered
- d. Dollar Volume: None
- e. Government Educational Institutions are offered the same discounts as all other government customers.
- f. Cooperative Purchasing: Yes
- g. Other: None

6. SMALL REQUIREMENTS:

The minimum dollar value of orders to be issued is \$100.

7. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

The maximum order value is \$500,000, allowing for simultaneous multiple orders and BPA's.

8. GUIDELINES FOR TRAVEL EXPENSES

- (a) The Contractor shall be reimbursed for the direct costs of transportation, lodging, meals and incidental expenses of personnel who are authorized for out-of-town and/or overnight travel under this contract.
- (b) Such costs shall be reimbursed in accordance with the Federal Travel Regulations, Joint Travel Regulations, or Standardized Regulations prescribed by the General Services Administration under Travel Costs, FAR 31.205-46, 31.3, 31.6, or 31.7 as applicable.
- (c) Costs incurred for lodging, meals and incidental expenses shall be reimbursed only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, Joint Travel Regulations or Standardized Regulations.
- (d) Airfare costs will be charged at the lowest customary standard coach or equivalent airfares offered during normal business hours.
- (d) The Contractor shall be reimbursed for the cost of out-of-town and/or overnight travel performed by its personnel in their privately owned automobiles, at the current rate set forth in the Federal Travel Regulations, not to exceed the cost by the most direct economy air route between the points traveled. If more than one (1) person travels in such automobiles, no additional charge shall be made by the Contractor
- (e) The Contractor will not request reimbursement travel costs for Contractor personnel travel from place of residence to and from normally assigned worksite.
- (f) Contractor requests for reimbursement will contain legible copies of individual receipts for all miscellaneous items of \$50.00 value or higher. Each miscellaneous item of less than \$50.00 value (e.g., meals will be documented but may be included on a mass voucher rather than with individual item receipts).

9. SECTION 508/SCORM COMPLIANCE:

Many of HBP's eLearning offerings are designed to the SCORM 1.2 standards, with the results from the tests available upon request. Specific product compliance information is available upon request. Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: <http://www.harvardbusiness.org/government>. The EIT standard can be found at: www.Section508.gov/. All of HBP's offerings follow The Trade Agreements Act guidelines and are TAA compliant.

10. INFORMATION SECURITY

HBP solutions are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). HBP will never disclose customer's data to any outside party. HBP will protect the privacy of customer's data by utilizing industry best-practices for security such as password protection, data encryption, periodic penetration testing, and secure networks. HBP also partners with managed service providers and data co-location centers to assure that the hardware, software, systems, and processes follow industry best practices, including ISO 9001:2001, ISO 27001, and ITIL.

11. TECHNICAL SUPPORT

HBP's license provides technical support via phone or email, from 8:00 AM to 8:00 PM Eastern Time. HBP's technical support will assist administrators and learners in resolving account access problems.

Learners and administrators can request and receive assistance through one of the following channels:

- Email: Send an email to our technical support team at techhelp@harvardbusiness.org
- Phone: Call our technical support hotline at (617) 783-7700 (International) and (800) 810-8858 (Domestic).

For further assistance contact:

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12. HARVARD BUSINESS PUBLISHING – MANAGEMENT & LEADERSHIP RESOURCES

Harvard Business Publishing (HBP) is a world renowned, premier authority on leadership and management programs, content and practices with a proven track record for publishing groundbreaking management ideas. Providing a portfolio of offerings that address critical government initiatives concerning performance management, talent management, change initiatives, leadership transitions and much more, HBP draws from a deep well of resources including leading authors, business practitioners and curriculum experts, we are able to create customizable solutions to help organizations achieve operational goals. HBP Resources include:

Harvard ManageMentor – “HMM” Online Performance support resource providing information, materials, quick steps and tips, and tools on more than 40 topics fundamental to managerial success.

Mobile ManageMentor – “MMM” Puts more than 100 management tips and tools into the hands of busy leaders. Optimized for use on smart phones, this mobile application leverages content from the award-winning Harvard ManageMentor® online learning solution.

Leadership Direct – “LD” is a blended-learning program designed to quickly develop key leadership capabilities while reinforcing critical thinking and general management skills to cohorts of emerging or high-potential leaders. Led by expert moderators, participants engage as a group in a custom-tailored learning curriculum.

Breakthrough Leadership – “BLP” is a blended, cohort-based program designed to help organizations transform mid-level managers into more effective leaders.

New Leader Program – Harvard Business Publishing’s New Leader program is a 14-week, blended, cohort-based program that helps new managers make a successful transition to the managerial ranks while also honing their leadership potential. The program includes 8 virtual sessions (or a one-day in-person session and 6 virtual sessions). New Leader program is delivered via our proprietary learning technology platform.

Short Form, Long-Form & Simulations Courses – Leadership/Management skill enhancement programs that use interactive case studies, practice exercises, and expert feedback to help managers/leaders develop necessary skills to apply learning on the job and become high performing leaders.

HBR Channel – The HBR Channel gives managers access to thought leaders, consultants, and executives who share memorable stories, insights, and lessons that draw on their rich experience. These engaging and often highly personal videos arm managers with the knowledge they need to meet their day-to-day challenges.

HBR Articles, Newsletters & Cases – these are reprints/articles from Harvard Business Review, and cases which leverage the case method used by Harvard Business School. It is a method designed to provide an "immersion" experience, challenging students by bringing them as close as possible to the business situations of the real world. There are over 5000 cases, so there may be others that fit the ECQs.

HBP Press - the Press provides landmark management ideas, as well highly practical chapters and books that show how to put those ideas into action. Many offer tools for improving critical management skills; and others encourage the reader to match wits with experts to tackle common yet complex workplace challenges.

Faculty Seminar Series - The Faculty Seminar Series features engaging video lectures from renowned professors and experts at Harvard Business School and Stanford Graduate School of Business. Managers can “drop in” to the classroom at their convenience.

Case in Point (CiP) - a series of online cases, based on real stories and designed for individual and blending learning applications.

Get Abstract – Provides rapid access to the vast expert knowledge of top business leaders and authors. With more than 5,000 titles, it is the largest online library of book summaries.

14. SCHEDULE 70 - GSA PRICING

Harvard ManageMentor – Online Performance support resource providing information, materials, quick steps and tips, and tools on more than 40 topics fundamental to managerial success.

| Harvard ManageMentor Next Annual & Multi Year | | | | | |
|---|--------------------------------------|-----------------------------------|-----------------------------------|-------------------------------|-------------------------------|
| <i>Number of Desktops</i> | <i>1-Year License Prepaid</i> | <i>2 Year Annual Subscription</i> | <i>3 Year Annual Subscription</i> | <i>2-Year License Prepaid</i> | <i>3-Year License Prepaid</i> |
| 25 - 84 | \$490 per desktop | Annual License x 2 less 7% | Annual License x 3 less 12% | Annual License x 2 less 15% | Annual License x 3 less 20% |
| 85 - 99 | \$41,350 | Annual License x 2 less 7% | Annual License x 3 less 12% | Annual License x 2 less 15% | Annual License x 3 less 20% |
| 100 - 249 | \$41,350 + \$94 per desktop > 100 | Annual License x 2 less 7% | Annual License x 3 less 12% | Annual License x 2 less 15% | Annual License x 3 less 20% |
| 250 - 499 | \$53,900+ \$85 per desktop > 250 | Annual License x 2 less 7% | Annual License x 3 less 12% | Annual License x 2 less 15% | Annual License x 3 less 20% |
| 500 - 999 | \$74,458 + \$69 per desktop > 500 | Annual License x 2 less 7% | Annual License x 3 less 12% | Annual License x 2 less 15% | Annual License x 3 less 20% |
| 1,000 - 4,999 | \$106,316+ \$22 per desktop > 1,000 | Annual License x 2 less 7% | Annual License x 3 less 12% | Annual License x 2 less 15% | Annual License x 3 less 20% |
| 5,000 - 9,999 | \$190,240 + \$12 per desktop > 5,000 | Annual License x 2 less 7% | Annual License x 3 less 12% | Annual License x 2 less 15% | Annual License x 3 less 20% |
| 10,000 or more | \$266,409 | Annual License x 2 less 7% | Annual License x 3 less 12% | Annual License x 2 less 15% | Annual License x 3 less 20% |
| 50,000 or more | \$293,050 | Annual License x 2 less 7% | Annual License x 3 less 12% | Annual License x 2 less 15% | Annual License x 3 less 20% |
| 150,000 or more | \$310,500 | Annual License x 2 less 7% | Annual License x 3 less 12% | Annual License x 2 less 15% | Annual License x 3 less 20% |
| Harvard ManageMentor 11 – Annual & Multi Year | | | | | |
| <i>Number of Desktops</i> | <i>1-Year License Prepaid</i> | <i>2 Year Annual Subscription</i> | <i>3 Year Annual Subscription</i> | <i>2-Year License Prepaid</i> | <i>3-Year License Prepaid</i> |
| 25 - 99 | \$358 per desktop | Annual License x 2 less 7% | Annual License x 3 less 12% | Annual License x 2 less 15% | Annual License x 3 less 20% |
| 100 - 249 | \$30,195 + \$68 per desktop > 100 | Annual License x 2 less 7% | Annual License x 3 less 12% | Annual License x 2 less 15% | Annual License x 3 less 20% |
| 250 - 499 | \$39,353 + \$62 per desktop > 250 | Annual License x 2 less 7% | Annual License x 3 less 12% | Annual License x 2 less 15% | Annual License x 3 less 20% |
| 500 - 999 | \$54,360 + \$50 per desktop > 500 | Annual License x 2 less 7% | Annual License x 3 less 12% | Annual License x 2 less 15% | Annual License x 3 less 20% |
| 1,000 - 4,999 | \$77,618 + \$16 per desktop > 1,000 | Annual License x 2 less 7% | Annual License x 3 less 12% | Annual License x 2 less 15% | Annual License x 3 less 20% |
| 5,000 - 9,999 | \$138,891 + \$9 per desktop > 5,000 | Annual License x 2 less 7% | Annual License x 3 less 12% | Annual License x 2 less 15% | Annual License x 3 less 20% |
| 10,000 or more | \$194,498 | Annual License x 2 less 7% | Annual License x 3 less 12% | Annual License x 2 less 15% | Annual License x 3 less 20% |
| 50,000 or more | \$213,948 | Annual License x 2 less 7% | Annual License x 3 less 12% | Annual License x 2 less 15% | Annual License x 3 less 20% |

| Harvard ManageMentor Modular | |
|------------------------------|------------------------------|
| <i>Number of Modules</i> | <i>% of Full License Fee</i> |
| 1-6 | 30% of full license |
| 7-12 | 45% of full license |
| 13-18 | 60% of full license |
| 19-24 | 75% of full license |
| 25 or more | 100% of full license |

Mobile ManageMentor is a mobile application designed to provide quick answers and expert tips to important management problems.

| Mobile ManageMentor (MMM) (Must license HMM11 to purchase MMM) | |
|---|----------------------------|
| <i>Number of Users</i> | <i>Price per User</i> |
| If under 100 licenses of HMM v11 | \$35 |
| Full Suite of HMM11/ License for > 100 users | 10% of net annual contract |
| Partial Suite of HMM11/ License for > 100 users | 15% of net annual contract |

Leadership Direct Emerging Leaders Program – “LD” is a blended-learning program designed to quickly develop key leadership capabilities while reinforcing critical thinking and general management skills to cohorts of emerging or high-potential leaders.

| Leadership Direct | | |
|--------------------------|--------------------------|----------------|
| Number of Cohorts | Number of Modules | Pricing |
| 1 (25 – 50 participants) | 3 | \$122,000 |
| 1 (25 – 50 participants) | 4 | \$153,000 |
| 1 (25 - 50 participants) | 5 | \$184,500 |
| 1 (25 – 50 participants) | 6 | \$216,000 |

Breakthrough Leadership Program

| Category | Pricing |
|------------------------------|--------------------|
| Moderator Fee (optional) | \$9,068 per cohort |
| Train the Trainer (optional) | \$4,535 |
| | |

BLP Cohort

| Number of Cohorts | Total Attendees | Price |
|-------------------|-----------------|-----------|
| 1 | up to 50 | \$62,111 |
| 2 | up to 100 | \$93,394 |
| 3 | up to 150 | \$125,130 |
| 4 | up to 200 | \$137,430 |
| 5 | up to 250 | \$183,162 |
| 6 | up to 300 | \$217,620 |
| 7 | up to 350 | \$251,622 |
| 8 | up to 400 | \$285,625 |
| 9 | up to 450 | \$319,628 |
| 10 | up to 500 | \$353,631 |

New Leader Program

| Category | Pricing |
|---|---------------------|
| Face to Face Moderator (optional) | \$13,500 per cohort |
| If client already has HMM, additional discount of 10% applies | |

NLP Cohort

| Number of Cohorts | Total Attendees | Price |
|-------------------|-----------------|-----------|
| 1 | up to 50 | \$61,246 |
| 2 | up to 100 | \$117,988 |
| 3 | up to 150 | \$161,761 |
| 4 | up to 200 | \$213,316 |
| 5 | up to 250 | \$264,438 |
| 6 | up to 300 | \$315,128 |
| 7 | up to 350 | \$365,386 |
| 8 | up to 400 | \$415,211 |
| 9 | up to 450 | \$464,604 |
| 10 | up to 500 | \$513,564 |

Set Up and Onboarding fee is included in the price, however if the same program content is renewed for additional cohorts, a \$5000 discount would apply.

| Short-Form Courses | | |
|---|-------------------|---------------------|
| Number of Desktops | Price Per Desktop | Range |
| 5 - 24 | \$157 | \$784 - \$3,765 |
| 25 - 99 | \$121 | \$3,015 - \$11,939 |
| 100 - 249 | \$96 | \$9,612 - \$23,933 |
| 250 - 499 | \$80 | \$19,949 - \$39,817 |
| 500 - 999 | \$57 | \$28,563 - \$57,068 |
| 1,000 + | \$41 | \$40,804 |
| Long-Form Courses | | |
| Leadership Transitions v3, Stepping Up to Management | | |
| Number of Desktops | Price Per Desktop | Range |
| 5 - 24 | \$249 | \$1,247 - \$5,985 |
| 25 - 99 | \$227 | \$5,667 - \$22,442 |
| 100 - 249 | \$136 | \$13,601 - \$33,867 |
| 250 - 499 | \$113 | \$28,336 - \$56,559 |
| 500 - 999 | \$86 | \$43,071 - \$86,055 |
| 1,000 + | \$59 | \$58,939 |
| Simulations | | |
| Leading Teams with Emotional Intelligence, Managing Difficult Conversations, Negotiating for Results, Productive Business Dialogue, Influencing and Motivating, and Decision Making | | |
| Number of Desktops | Price Per Desktop | Range |
| 5 - 24 | \$193 | \$966 - \$4635 |
| 25 - 99 | \$149 | \$3718 - \$14,722 |
| 100 - 249 | \$118 | \$11,788 - \$29,352 |
| 250 - 499 | \$ 98 | \$24,482 - \$48,867 |
| 500 - 999 | \$ 70 | \$34,910 - \$69,750 |
| 1,000 + | \$ 50 | \$49,871 |

| HBR Channel | |
|---|---|
| Full Library (350 video assets) | |
| If no HMM License Agreement in place | \$34,003 |
| Existing HMM License | 15% of HMM Annual Contract Value (Lic Fee Only) |
| Collections (up to 40 video assets each) | |
| 1 – 10 Non HMM License | (\$9,068 - \$37,177) |
| 1 – 10 Existing HMM License | 15% of HMM Annual Contract Value (Lic Fee Only) |

| HBR Reprints, Chapters and Case Studies | |
|---|-----------------------|
| Number of Units | Reprint/E-Print Price |
| 1 - 4 | \$8.05 |
| 5 - 10 | \$7.85 |
| 11 - 49 | \$7.65 |
| 50 - 99 | \$7.40 |
| 100 - 499 | \$7.20 |
| 500 - 999 | \$5.10 |
| 1,000 - 4,999 | \$4.95 |
| 5,000 or more | \$3.75 |

| HBP Press | Organization or Individual |
|----------------------------|----------------------------|
| Books: Prices vary by book | Discount from List Price |
| 10-49 Units | 20% |
| 50-99 Units | 30% |
| 100-499 Units | 40% |
| 500-999 Units | 45% |
| 1,000-2,499 Units | 50% |
| 2,500-4,999 Units | 55% |
| 5,000+ Units | 60% |

Additional HBP Content: HBP expects to release additional content and upgrades to our course catalog throughout the life of this contract. As other products become available they will be updated on our website and will be added to the GSA pricelist via modification. In the interim please call for a quote if you do not see a program listed on the GSA.

| Multi-product Discount | |
|--|--------------|
| Discount per number of programs licensed | |
| 3-5 programs | 10% discount |
| 6-7 programs | 15% discount |
| 8 or more | 25% discount |
| Minimum 100 seat license for each product required for discount to apply | |

Faculty Seminar Series Videos

| Number of Viewers | Number of Titles – Annual Cost Per Person Per Title | | | | | | |
|-------------------|---|----------|---------|---------|---------|---------|---------|
| | 1 | 2-5 | 6-10 | 11-20 | 21-35 | 36-50 | 51+ |
| 1 | \$119.00 | \$107.13 | \$86.26 | \$62.48 | \$38.67 | \$27.43 | \$23.44 |
| 2-24 | \$103.78 | \$93.40 | \$85.21 | \$54.45 | \$33.69 | \$23.89 | \$20.40 |
| 25-99 | \$89.50 | \$80.56 | \$64.92 | \$47.06 | \$29.15 | \$20.58 | \$17.41 |
| 100-249 | \$71.41 | \$64.29 | \$51.82 | \$37.49 | \$23.21 | \$16.46 | \$14.10 |
| 250-499 | \$47.60 | \$42.84 | \$30.06 | \$25.03 | \$15.51 | \$10.97 | \$9.34 |
| 500-999 | \$26.66 | \$23.98 | \$19.35 | \$14.01 | \$8.66 | \$6.08 | \$5.12 |

Faculty Seminar Series – Bulk Pricing

| 1 | 2-5 | 6-10 | 11-20 | 21-35 | 36+ | All Titles |
|----------|----------|----------|---------|---------|---------|------------|
| \$14,281 | \$12,853 | \$10,378 | \$7,521 | \$4,665 | \$3,237 | \$180.90 |

Case In Point

| Number of Cases | Annual Cost per Case |
|-----------------|----------------------|
| 25 - 99 | \$23.58 |
| 100-249 | \$22.62 |
| 250-499 | \$21.67 |
| 500-749 | \$20.72 |
| 750-999 | \$19.77 |
| 1000-1499 | \$18.82 |
| 1500-1999 | \$17.73 |
| 2000-2499 | \$16.64 |
| 2500-3249 | \$15.55 |
| 3250-3999 | \$14.46 |
| 4000-4749 | \$13.37 |
| 4750-5000 + | \$12.29 |

Get Abstract Price List for Americas - Less 10% off Commercial List plus IFF

| Seats from | From what number of seats on is it cheaper to buy min. number of the next bracket? | Total Employees To | 1 Year Contract Price/Year | 3 Year Contract Price/Year | 1 Year Min. | 3 Year Min. |
|-------------------|---|---------------------------|-----------------------------------|-----------------------------------|--------------------|--------------------|
| 1 | 2 | 2 | \$271 | - | - | - |
| 3 | 9 | 9 | \$244 | \$162 | \$732 | \$488 |
| 10 | 19 | 19 | \$213 | \$142 | \$2,131 | \$1,421 |
| 20 | 48 | 49 | \$199 | \$132 | \$3,972 | \$2,648 |
| 50 | 84 | 99 | \$191 | \$128 | \$9,566 | \$6,377 |
| 100 | 168 | 199 | \$160 | \$107 | \$16,049 | \$10,700 |
| 200 | 419 | 499 | \$135 | \$90 | \$27,021 | \$18,014 |
| 500 | 800 | 999 | \$113 | \$75 | \$56,672 | \$37,782 |
| 1000 | 1,500 | 1999 | \$91 | \$61 | \$90,675 | \$60,450 |
| 2000 | 2,600 | 2999 | \$68 | \$45 | \$136,013 | \$90,675 |
| 3000 | 3,462 | 4999 | \$59 | \$39 | \$176,816 | \$117,878 |
| 5000 | 6,667 | 9999 | \$41 | \$27 | \$204,019 | \$136,013 |
| 10000 | | 19999 | \$27 | \$18 | \$272,025 | \$181,350 |

Professional and Implementation Services

Integration of HBP Resources into your Organization

During the implementation process, our Implementation Services team will assist you in ensuring a well-executed and effective rollout of our content and programs throughout your entire agency. We will assist in further content integration into your competencies and other learning initiatives, build an internal marketing strategy, training-the-trainer, technical custom services as well as access to an Online Implementation Toolkit (described below).

Content Integration

- Develop a custom competency map listing learning objectives at the module/sub-module level
- Assist with content integration into new and existing instructor-led courses
- Weave content throughout your corporate Internet to corresponding eLearning modules/ resources

Internal Marketing

- Create "Awareness Campaign" including memos and support material
- Develop e-mail and traditional marketing campaigns
- Provide promotional content for email, newsletters and customized brochures
- Co-develop a marketing schedule with milestones and action lists

Facilitator Training

- Familiarize corporate trainers with implementation strategies
- Work with trainers to help blend our eLearning programs into existing learning
- Customize facilitator guides to meet the needs of your company
- Practice facilitation sessions

Technical Custom Services

- Implement customization options for eLearning programs
- Enhance reporting
- Assist with LMS integration

| Optional Technical Integration Fees | |
|-------------------------------------|---|
| 1. | Customer Logo: \$1,360.00 |
| 2. | Logo Branded Interface (Color) - \$4,838.00 |
| 3. | Carousel Configuration for one slide - \$901.00, Carousel for 4 slides \$2,702.00 |
| 4. | Configurable Categories: \$1,360.00 |
| 5. | Custom RSS Feed Widget: \$1,360.00 |
| 6. | Custom Login/Self Registration Screen: \$1,360.00 |
| 7. | Full Bundle includes #2. 4. 5. 6 plus one Carousel Slide: \$9,007.00 |
| 8. | HMM Single Sign On Access - \$2250 - \$4500 based on Statement of Work |
| 9. | HMM Next Data Feed Set up - \$2250 - \$4500 based on Statement of Work |

HBP Hosting & Implementation Fees

HMM Next – One time implementation fees based on number of licenses purchased:

Less than 100 licenses: \$2500 includes System Configuration, Logo, 1 Orientation Webinar, Best Practices Deck, Initial Bulk User Upload

Less than 500 licenses: \$5000 includes System Configuration, Logo & Colors, 2 Orientation Webinars, Best Practices Deck, Initial Bulk User Upload

More than 500 licenses: \$10,000 includes System Configuration, Logo & Colors, 3 Orientation Webinars, Best Practices Deck, Initial Bulk User Upload, Single Sign On, Success/Launch Plan , Competency Map for Topic Level

HMMv11 – 10% of total license fee

Other Program Hosting Fees – 20% of total license fee

Professional and Implementation Services

Additional Professional & Implementation Services: For added customization, additional days may be scheduled at the rate of \$2,700 - \$4,500 per day plus travel and expenses, based on Statement of Work

60 Minute Virtual Launch Event - \$1800 based on Statement of Work

90 Minute Virtual Facilitated Session - \$3600 - \$4500 based on Statement of Work

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32)

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

HBSP warrants that the Products will work properly for the life of this license and any renewals of it. If at any time the Products do not work properly due to a product defect, HBSP will repair or replace the Product. If that does not fix the problem, HBSP will refund the balance of the license fee. That is the limit of liability. HBSP cannot be responsible if malfunctions or limitations in Licensee's system causes poor performance. HBSP is not liable for monetary damages beyond the purchase price of this license.

HBSP further warrants that the Products do not infringe the intellectual property rights or the privacy or other legally-protected rights of any person. HBSP will indemnify Licensee and Licensee's employees against any claim or liability made against Licensee that is predicated on a breach of this warranty, provided that Licensee gives prompt notice of such claim and allow HBSP defend it as HBSP thinks best.

HBSP warrants that:

- (a) it has full power to enter into this Agreement and to carry out its obligations under this Agreement;
- (b) it has the requisite skill, experience and resources to perform all Services and deliver all Products, that they shall be performed in a timely and professional manner consistent with industry standards, exercising due skill and care;
- (c) it owns or has obtained all relevant rights in the content of the Products and is authorized to license the Products and Services in this Agreement;
- (d) the Products and Services are of high quality and free of defects in material and workmanship in all material respects and contain no harmful viruses, worms or other foreign matter;

- (e) the Products do not infringe any copyright, trademark, patent or other intellectual property rights, or privacy or publicity rights of any person; and the Products contain no defamatory, obscene or otherwise unlawful materials.

HBSP shall indemnify and hold harmless Client and its directors and employees from and against all damages and expenses arising from any claim alleging any fact that would constitute a violation of these warranties, provided (i) Client promptly notifies HBSP in writing of any such claim; (ii) HBSP shall have sole control of the defense and settlement of any such claim and (iii) Client reasonably cooperates with HBSP in such defense or settlement.

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (617) 783-7700 or (800) 810-8858 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:00AM EST to 8:00PM .

5. SOFTWARE MAINTENANCE

- a. **Software maintenance as it is defined: (select software maintenance type) :**

☒ **1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)**

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

☐ **2. Software Maintenance as a Service (SIN 132-34)**

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged

commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE*

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to _____% of all term license payments during the period that the software was under a term license within the ordering activity.

*** Harvard Business Publishing Term Licenses are not convertible to a Perpetual License agreement**

8. TERM LICENSE CESSATION*

a. After a software product has been on a continuous term license for a period of _____ * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a

fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

*** Harvard Business Publishing Term Licenses are not convertible to a Perpetual License agreement**

9. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

10. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

12. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES (SPECIAL IDENTIFICATION NUMBER 132-52)

1. SCOPE

The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

3. INFORMATION ASSURANCE

- a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)
- b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, "*Standards for Security Categorization of Federal Information and Information Systems*") (FIPS 200, "*Minimum Security Requirements for Federal Information and Information Systems*") prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).
- c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

4. DELIVERY SCHEDULE.

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in *Information for Ordering Activities Applicable to All Special Item Numbers*, paragraph 6. *Delivery Schedule*.

5. INTEROPERABILITY.

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

6. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

7. PERFORMANCE OF ELECTRONIC SERVICES

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

9. RIGHTS IN DATA

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

10. ACCEPTANCE TESTING

If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

11. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

HBSP warrants that the Products will work properly for the life of this license and any renewals of it. If at any time the Products do not work properly due to a product defect, HBSP will repair or replace the Product. If that does not fix the problem, HBSP will refund the balance of the license fee. That is the limit of liability. HBSP cannot be responsible if malfunctions or limitations in Licensee's system causes poor performance. HBSP is not liable for monetary damages beyond the purchase price of this license.

HBSP further warrants that the Products do not infringe the intellectual property rights or the privacy or other legally-protected rights of any person. HBSP will indemnify Licensee and Licensee's employees against any claim or liability made against Licensee that is predicated on a breach of this warranty, provided that Licensee gives prompt notice of such claim and allow HBSP defend it as HBSP thinks best.

HBSP warrants that:

- (a) it has full power to enter into this Agreement and to carry out its obligations under this Agreement;
- (b) it has the requisite skill, experience and resources to perform all Services and deliver all Products, that they shall be performed in a timely and professional manner consistent with industry standards, exercising due skill and care;
- (c) it owns or has obtained all relevant rights in the content of the Products and is authorized to license the Products and Services in this Agreement;
- (d) the Products and Services are of high quality and free of defects in material and workmanship in all material respects and contain no harmful viruses, worms or other foreign matter;
- (e) the Products do not infringe any copyright, trademark, patent or other intellectual property rights, or privacy or publicity rights of any person; and the Products contain no defamatory, obscene or otherwise unlawful materials.

HBSP shall indemnify and hold harmless Client and its directors and employees from and against all damages and expenses arising from any claim alleging any fact that would constitute a violation of these warranties, provided (i) Client promptly notifies HBSP in writing of any such claim; (ii) HBSP shall have sole control of the defense and settlement of any such claim and (iii) Client reasonably cooperates with HBSP in such defense or settlement.

The warranty shall commence upon the later of the following:

- a. Activation of the user's service
- b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

12. MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

13. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

N/A

14. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

15. ELECTRONIC COMMERCE SERVICE PLAN

- (a) Describe the electronic service plan and eligibility requirements.

N/A

- (b) Describe charges, if any, for additional usage guidelines.

N/A

- (c) Describe corporate volume discounts and eligibility requirements, if any.

N/A

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, X ☐ does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

| PLACE OF PERFORMANCE (Street Address, City, State, County, Zip Code) | NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT |
|--|--|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Note: Place of Performance refers to the location where contract records are kept.

E-FSS-516 PRODUCTION POINT AND INSPECTION INFORMATION (MAR 1990)

Offerors shall insert the following information for each item offered in the spaces provided below:

| ITEM NO(S). | NAME OF MANUFACTURER | PRODUCTION POINT— NAME, ADDRESS (Including County), and TELEPHONE NUMBER | INSPECTION POINT (If other than Production Point) |
|----------------|-------------------------|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (ALTERNATE I—JUL 1995)

- (a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

| Material (If none, insert None) | Identification No. |
|------------------------------------|--------------------|
| _____ None _____ | _____ |
| _____ | _____ |
| _____ | _____ |

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—
 - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
 - (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
 - (3) The Government is not precluded from using similar or identical data acquired from other sources.
- (i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.
- (1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.
 - (2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

**552.211-78 COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE)
(FEB 1996)**

- (a) Time of Delivery. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the “Time of Delivery (days ARO)” column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal commercial practice. The Government requires the Contractor's normal commercial delivery time, as long as it is less than the “stated” delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below:

| ITEMS OR GROUP OF ITEMS (Special Item No. or nomenclature) | GOVERNMENT'S STATED DELIVERY TIME (Days ARO) | CONTRACTOR'S NORMAL COMMERCIAL DELIVERY TIME |
|---|---|---|
| <u>ALL SINs</u> | <u>No longer than standard commercial delivery time</u> | _____ |

- (b) Expedited Delivery Times. For those items that can be delivered quicker than the delivery times in paragraph (a), above, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

| ITEM OR GROUP OF ITEMS (special (Special Item No. or nomenclature) | Expedited delivery time (Hours/Days ARO) |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

- (c) Overnight and 2-Day Delivery Times. Ordering activities may require overnight or 2—day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.

Exceptions to ORCA Certs and Reps/SAM (52.212-3)

Do you, the contractor, verify by submission of this modification request that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this modification request (including the business size standard applicable to the NAICS code referenced for this submission), as of the date of this modification request and are incorporated in the resultant modification by reference?

☒ X Yes

☐ No (If “No” is selected, the offeror must submit an attachment listing the paragraph(s) which have changed and identify, after each paragraph, what has

changed.) Please title the attachment, “Exceptions to Certs and Reps – 52.212-3.”)

Company Name
Program Name
Master Services Agreement

THIS MASTER SERVICES AGREEMENT (“Agreement”), by and between **COMPANY NAME** (“**COMPANY NAME ABBREVIATED**” or “Client”) and Harvard Business School Publishing Corporation (“HBSP”) and is made effective as of **MONTH XX, 201X** (the “Effective Date”).

The parties agree as follows:

1. SCOPE OF SERVICES

Statement(s) of Work. During the Term (as defined below), HBSP will develop and deliver Cohorts (the “Cohorts”). Any Cohort shall be evidenced by one or more written statements of work (each, a “SOW”) which may include the following information: (i) the scope of the project; (ii) description of Deliverables and Services; (iii) the responsibilities of each party; and (iv) Program Summary and Billing Schedule. This Agreement shall control over any conflicting provisions of the SOW unless the SOW specifically states otherwise.

2. TERM

- (a) **Term of Agreement.** The term of this Agreement is for 24 months from the date on which this agreement is signed by both parties. Recourse against the United States for any alleged breach of this agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.
- (b) **Term of SOW.** Any SOW entered into prior to expiration or termination of this Agreement shall continue in effect through the earlier of: (i) the date all of the Services thereunder have been fully completed or (ii) until such time as such SOW expires or is terminated in accordance with its terms or is terminated pursuant to this Section.

3. PAYMENT TERMS AND INVOICING

- (a) **Fees.** Client shall pay to HBSP the fees set forth in the SOW.
- (b) **Expenses.** Client will pay the expenses of HBSP that are set forth in the SOW. Unless otherwise specified in a SOW, all approved expenses and pass through charges shall be reimbursed at cost as actually incurred, without mark up by HBSP.
- (c) **Invoicing.** HBSP shall render invoices to Client in accordance with the payment schedule set forth in the SOW. The invoice shall indicate the nature of the work performed and any reasonable expenses incurred by HBSP that are to be paid by Client as set forth in Section 3(b) above, as well as the total amount then due. Invoices shall be due and payable within 30 days from the date



of the invoice.

- (d) Taxes. HBSP shall be responsible for the withholding, as required by law, of all federal, state and local taxes, including sales taxes and VAT. Notwithstanding the terms of anything in this Agreement, the contract price excludes all State and Local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. HBSP shall state separately on its invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 "State and Local Taxes" (Apr 1984) and FAR 52.229-3 "Federal, State and Local Taxes" (Feb 2013).

4. WARRANTIES

HBSP warrants that:

- (a) it has full power to enter into this Agreement and to carry out its obligations under this Agreement;
- (b) it has the requisite skill, experience and resources to perform all Services and deliver all Products, that they shall be performed in a timely and professional manner consistent with industry standards, exercising due skill and care;
- (c) it owns or has obtained all relevant rights in the content of the Products and is authorized to license the Products and Services in this Agreement;
- (d) the Products and Services are of high quality and free of defects in material and workmanship in all material respects and contain no harmful viruses, worms or other foreign matter;
- (e) the Products do not infringe any copyright, trademark, patent or other intellectual property rights, or privacy or publicity rights of any person; and the Products contain no defamatory, obscene or otherwise unlawful materials.

HBSP shall indemnify and hold harmless Client and its directors and employees from and against all damages and expenses arising from any claim alleging any fact that would constitute a violation of these warranties, provided (i) Client promptly notifies HBSP in writing of any such claim; (ii) Client reasonably cooperates with HBSP in such defense or settlement. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

5. INTELLECTUAL PROPERTY

All Products are copyrighted by HBSP or the President and Fellows of Harvard College and this Agreement conveys no right, title or interest in the intellectual property comprising the Products except as specifically stated herein. Client shall not remove or modify any copyright notice on any Product.

Client acknowledges the exclusive ownership by HBSP and/or President and Fellows of Harvard College of the names and marks "Leadership Direct," "Harvard," "Harvard University," "Harvard Business School," "Harvard Business Review," "Harvard Business School Publishing," and "Harvard Business Publishing," the "Veritas" and other shields of Harvard University and Harvard Business School (collectively "Trademarks"). Client may use Trademarks in advertising, promoting and distributing HBSP content in compliance with such guidance and directives on the use of trademarks as HBSP shall provide from time to time, and shall modify or discontinue use of any trademark at HBSP's direction.

Client will promptly notify HBSP if it becomes aware of any piracy, counterfeiting or other unauthorized use of trademarks or copyrighted materials and shall cooperate with HBSP in responding to such unauthorized use.

6. LIMITATION OF LIABILITY

To the extent permitted by applicable law, neither party shall be liable to the other for any special, indirect, incidental, consequential, multiple or punitive damages of any kind, including, without limitation, lost profits, even if advised of the possibility thereof.

7. CONFIDENTIALITY

In performing its obligations hereunder, either party may receive confidential information from the other, including information pertaining to Products, customers, marketing and business plans, revenues and similar matters. To the extent permitted by applicable law, each party shall treat such information as confidential, shall not disclose such information to others, and shall take reasonable steps to protect such information from inadvertent disclosure to others.

8. ASSIGNMENT

Neither party shall assign this Agreement or any rights hereunder without the other party's prior written consent, which consent shall not be unreasonably withheld. Assignment by HBSP is subject to FAR 52.232-23 "Assignment of Claims" (Jan 1986) and FAR subpart 42.12 "Novation and Change-of-Name Agreements" (Sep 2013).

9. AMENDMENT

Any modification or amendment of this Agreement must be in writing and bear the authorized signatures of both parties.

10. NOTICE

All notices required to be given under this agreement shall be made by electronic mail, followed immediately by registered mail or overnight courier to the other party at the address specified below, or to such other address as either party may from time to time specify in writing to the other party.

NOTICE TO HBSP:

Name: Title:

Address:

E-mail:

NOTICE TO CLIENT:

Name: Title:

Address:

E-mail:

11. ENTIRE AGREEMENT: INTERPRETATION

This Agreement, the underlying GSA Schedule Contract, the Schedule Pricelist and any applicable Orders, together with any applicable SOW sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any other agreements, discussions, proposals, representations or warranties, whether written or oral between the parties. This Agreement, however shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the Client's Purchase Order or SOW.

IN WITNESS THEREOF, the Parties have each caused the Agreement to be signed and delivered by its duly authorized representative.

| CLIENT | Harvard Business School Publishing |
|----------------------|---|
| Date: _____ | Date: _____ |
| Signed: _____ | Signed: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| | HBSP Account Executive: XXXXXX XXXXXXXX |